

**INVITATION FOR BIDS**  
**IFB NO. 706-12-19**

Issue Date: 28 November, 2011

Title: SET ASIDE FOR SMALL BUSINESS - Sprinkler Systems Inspections

Commodity Code: 93633

Issuing Agency:

Commonwealth of Virginia  
Western State Hospital  
P.O. Box 2500  
Staunton, VA 24402-2500

Using Agency And/Or Location Where Work will be Performed:

Western State Hospital  
1301 Richmond Avenue  
Staunton, VA 24401

Commonwealth Center for Children  
& Adolescents  
1309 Richmond Avenue  
Staunton, VA 24401

Period of Contract: From February 1, 2012, through January 31, 2013 (\*Renewable).

Sealed Bids Will Be Received Until 2:00 p.m. on January 5, 2012, For Furnishing the Goods/Services Described Herein And Then Opened In Public.

All Inquiries For Information Should Be Directed To: Jeanie Milstead, VCO, Telephone: (540) 332-8524.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: 1301 Richmond Avenue, Purchasing, Building No. 127, Room 333.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section 7.0, Pricing Schedule.

Virginia Contractor License No. \_\_\_\_\_

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

Name and Address of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Signature in Ink

\_\_\_\_\_

Name: \_\_\_\_\_

Printed

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_.

\*PRE-BID CONFERENCE: An optional pre-bid conference will be held on December 20<sup>th</sup>, 2011, at 9:00 a.m. at the Physical Plant Services, Bldg. No. 126, Conference Room. (Reference: Paragraph 3.1 herein.)

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## 1.0 **PURPOSE**

To establish via sealed bid procedures a term contract for the period of February 1, 2012, to January 31, 2013, renewable for up to four (4) additional, 12-month periods, to provide services to Western State Hospital and Commonwealth Center for Children and Adolescents.

The specifications and solicitation requirements of this IFB are intended to encourage competition. If any potential Bidder believes this Invitation for bids unnecessarily or inappropriately restricts potential competition, they are encouraged to communicate comments or suggestions for improvement to the Contract Officer, preferably in writing, as early as possible before the deadline for submission of bids to permit time to review or cancel the solicitation.

## 2.0 **SCOPE OF WORK (SPECIFICATIONS)**

### 2.1 **Requirements**

The Contractor shall perform all inspections, testing and calibrations for sprinkler systems located in the buildings listed below, as required by the NFPA 25 Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, 2008 Edition.

Five-year inspection, testing and calibration requirements as outlined under NFPA 25 shall be included in the cost of this contract, but will be quoted separately in the Pricing Schedule (Section 7.0B). The test will be performed five (5) years from the last inspection or as scheduled by the Agency.

Building No.	Unit
101	B3/4
102	A3/4
103	Pettis
107	A5/6
112	D Unit
115	B5/6
118	C Unit
126	PPS
200	Commonwealth Center for Children /Adolescents

- A. To be included in the annual scope of work will be a backflow prevention certification per NFPA 25 for the following buildings:

107	A5/6
112	D Unit
115	B5/6
118	C Unit
200	CCCA

- B. To be included in the quarterly and annual inspections will be inspections of a sprinkler head and flow switch for a storeroom in Building No. 119 (Kitchen). This piping is supplied from the domestic water system for that building.
- C. Testing of the fire alarm panel is excluded from this contract. Fire alarm panel testing will be performed by WSH personnel.

### 2.2 **Contractor's Employee Qualifications**

- A. All work performed under this contract shall be by qualified, properly trained and competent inspectors, and shall be performed in a good workman-like manner in accordance with codes and standards incorporated herein. Contractor's employees shall have a minimum of three (3) years experience in testing and inspection of the type of sprinkler systems located in the buildings listed above. All inspectors assigned under this contract shall be certified and shall present evidence of such certification upon award of contract and prior to commencement of work.

- B. The Agency reserves the right to reject any Contractor employee who, in the Agency's opinion, is not qualified to perform the work under this contract or who cannot furnish satisfactory evidence of certification of qualification.

### **2.3 Inspections, Tests and Calibrations**

Inspections, Tests and Calibrations: Must meet NFPA 25, 2008 Edition.

### **2.4 Hours of Operation**

All inspections and tests shall be performed during the Agency's normal business hours, which are 7:00 a.m. to 3:30 p.m., Monday through Friday, except State Holidays.

### **2.5 Unsafe Condition**

Whenever, during the course of any survey, inspection, test or calibration, the Contractor finds any serious deficiency in the safety features of the sprinkler system as required by the cited code and standard or any other condition which, in the Contractor's judgment, renders the equipment unsafe. The Contractor shall notify the Agency's designated representative of such condition immediately.

### **2.6 Contractor Responsibilities**

The Contractor shall comply with the following procedures whenever a sprinkler system is to be removed from service for inspection or testing:

- A. Notify the Agency's designated representative at least twenty-four (24) hours in advance.
- B. Check in with the Physical Plant Services Office and the Agency's designated representative upon arrival in the building and prior to beginning work, and check out prior to leaving the premises after work is completed or must be held over until the next day.
- C. The Contractor shall notify the Agency if the sprinkler system must be kept out of service until the next day in order to complete the work.
- D. The Contractor shall use the "Checklist for Inspection and Test of Water-Based Fire Protection Systems" which appears in NFPA 25, 2008 Edition.

### **2.7 Work Order System**

All work performed by the Contractor will be documented utilizing Western State Hospital TMS Work Order System. Contractor is responsible for obtaining paperwork from Physical Plant Services Work Center prior to beginning of any work and return upon completion to Work Center. (Copies of forms will be reviewed at Pre-Bid Conference.)

### **3.0 BID SUBMISSION PROCEDURES**

#### **3.1 Optional Pre-Bid Conference**

An optional pre-bid conference and site visit will be held on December 20, 2011, at 9:00 a.m. at Physical Plant Services, Building No. 126, Conference Room. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

#### **3.2 General Bid Requirements**

- A. Bids shall be signed by an authorized representative of the Bidder. All information requested must be submitted. Failure to submit all information requested may result in Purchasing Agency requiring prompt submission of missing information or declaring the bid non-responsive and not eligible for award, at the sole discretion of the Purchasing Agency. Mandatory requirements are such that they cannot be waived and are not subject to negotiation.
- B. Ownership of all data, materials and documentation originated and prepared for the Purchasing Agency pursuant to the IFB shall belong exclusively to the Purchasing Agency and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of Section 11-52 of the Virginia Public Procurement Act prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

#### **3.3 Specific Bid Requirements**

In order to be considered for selection Bidders must submit a complete response to this IFB. Bidders are required to fill in the following items:

- A. Price Quotation  
Bid shall be in the form of a clear quotation of price(s) in Section 7.0, Pricing Schedule. Fill in only those blanks required to be completed by Bidder.
- B. Signed IFB  
Return this complete Invitation for Bids, signed and filled out as required. No other distribution of the bid shall be made by the Bidder.
- C. Contractor's Data Sheet and Representations and Certifications  
The Contractor's Data Sheet, Attachment A, and Representations and Certifications, Attachment B, must be filled out and returned with bid.

#### **3.4 Identification of Bid Envelope**

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package sealed and identified as follows:

FROM: Name of Bidder  
Street or Box Address  
City, State and Zip Code

SEALED BID  
IFB No. 706-12-19  
Deadline: Date and Time

TO: Western State Hospital  
Purchasing  
Building No. 127, Rm 333  
P.O. Box 2500  
1301 Richmond Avenue  
Staunton, VA 24402-2500

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

#### **4.0 BID EVALUATION AND AWARD PROCEDURE**

“Competitive Sealed Bidding” Procedures of the Commonwealth of Virginia Agency Procurement and Surplus Property Manual are being utilized for this solicitation.

#### **4.1 Bid Opening**

All bids will be held unopened until the designated “Deadline” for submission and then will be publicly opened by a Contract Officer in their office, Building No. 127, Room 333, Western State Hospital, and Bidders’ names and price(s) bid shall be read aloud. No other information about the bids or award decision will be publicly disclosed at that time.

#### **4.2 Evaluation Criteria**

Awards are made to the lowest responsive and responsible Bidder or in accordance with Paragraph 6.3. Five (5) year inspections as listed in paragraph 2.1 will be priced separately in Section 7.0, Pricing Schedule. The price for the yearly testing and inspection services will be one cost and the five (5) year inspection will be a separate cost. These two costs will be added together to determine the total cost of the contract for evaluation purposes, to determine low bid. Due consideration will be given to price, quality as judged by tests and previous experience and the ability of the Bidder to render required services. The Purchasing Agency reserves the right to reject any and all bids, in whole or in part, to waive any informality and to delete items prior to making an award, whenever it is deemed in the sole opinion of the Purchasing Agency, to be in its best interest. In case of a tie bid preference shall be given to a Virginia firm, if such choice is available; otherwise, the tie will be resolved by the toss of a coin.

#### **4.3 Award**

The Bidder whose bid is accepted for contract award will receive a “Notice of Intent.” A copy of this award will be posted on VBO. A purchase order will be issued thereafter to cover the contract period.

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Vendor's Manual**

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

### **5.2 Applicable Laws and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract in any Contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, Section 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **5.3 Anti-Discrimination**

By submitting their bids Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions in A. and B. below apply:

#### **A. During the performance of this contract the Contractor agrees as follows:**

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

#### **B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that provisions will be binding upon each subcontractor or vendor.**

### **5.4 Discrimination of Contractors**

A bidder or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the Bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods,

services or disbursements from an alternative provider.

**5.5 Ethics in Public Purchasing**

By submitting their bid, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit or money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**5.6 Immigration Reform and Control Act of 1986**

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**5.7 Debarment Status**

By submitting their bid, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**5.8 Antitrust**

By entering into a contract the Contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the Antitrust Laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia, under said contract.

**5.9 Mandatory Use of State Form and Terms and Conditions for IFB**

Failure to submit a bid on the official state form provided for that purpose may be a cause for rejection of the bid. Modifications of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether or reject such a proposal.

**5.10 Clarification of Terms**

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Buyer, whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions of the solicitation will be made only by addendum issued by the Buyer.

**5.11 Payment**

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the State contract number and/or purchase order number, social security number (for individual contractors) or the Federal Employer Identification Number (for proprietorships, partnerships and corporations).
2. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
3. All goods or services provided under this contract or purchase order that are to be paid for with public funds shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such



cases Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, Section 2.204363).

**B. To Subcontractors:**

1. A Contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract or
  - b. To notify the Agency and the subcontractor, in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month unless otherwise provided under the terms of the contract on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the Contracting Agency or institution, or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**5.12 Precedence of Terms**

The following General Terms and Conditions, *Vendor's Manual*, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of State Form and Terms and conditions, Clarification of Terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special terms and Conditions shall apply.

**5.13 Qualifications of Bidders/Offerors**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/Offeror to perform the work/furnish the item(s), and the Bidder/Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder/Offeror's capabilities.

The commonwealth reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy the Commonwealth and that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

#### **5.14 Testing and Inspection**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

#### **5.15 Assignment of Contract**

A contract shall not be assignable by the Contractor, in whole or in part, without the written consent of the Commonwealth.

#### **5.16 Changes to the Contract**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment and place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contractor. The same markup shall be used for determining a decrease in price as the result of savings realized.

The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Bidder/Offeror as deemed necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency.

If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance, shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, if there is none, in accordance with the Disputes Provisions of the Commonwealth Of Virginia *Vendor's Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

#### **5.17 Default**

In case of failure to deliver services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

#### **5.18 Taxes**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State Sales and Use Tax Certification of Exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall

usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-6001817.

#### **5.19 Insurance**

By signing and submitting a proposal under this solicitation the Bidder/Offeror certifies that, if awarded the contract, it will have the following insurance coverage's at the time the contract is awarded.

For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder/Offeror further certified that the Contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverage's and Limits Required:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence (only used if motor vehicle is to be used in the contract).

#### **5.20 Announcement of Award**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Agency will publicly post such notice on the DGS/DPS website at [www.eva.virginia.gov](http://www.eva.virginia.gov) for a minimum of ten (10) days.

#### **5.21 Drug-Free Workplace**

During the performance of this contract the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
4. Include the provisions of the forgoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution and dispensation, possession use of any controlled substance or marijuana during the performance of the contract.

#### **5.22 Availability of Funds**

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**5.23 Set-Asides**

This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESS” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposal.

**5.24 Bid Price Currency**

Unless stated otherwise in the solicitation, bidder/offeror shall state bid/offer prices in US dollars.

**5.25 Authorization to Conduct Business in the Commonwealth**

A contractor organized as a stock or non-stock corporation, limited liability company, business company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **6.0 SPECIAL TERMS AND CONDITONS**

### **6.1 Advertising**

In the event a contract is awarded for supplies, equipment or services resulting from this proposal, no indication of such sales or services to the Agency will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Agency has purchased or uses any of its products or services, and the contractor shall not include the Agency in any client list in advertising and promotional materials.

### **6.2 Audit**

The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents and/or State Auditors shall have full access to and the right to examine any of said materials during said period.

### **6.3 Cancellation of Contract**

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any contract Cancellation Notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

### **6.4 Independent Contractor**

In its performance under the contract resulting from this solicitation the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth. Nothing in the resultant contract shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Services contained therein.

### **6.5 Inspection of Job Site**

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

### **6.6 Method of Payment**

Payment terms and invoices shall be in accordance with Paragraph 5.11 of "General Terms and Conditions".

The Contractor will be paid on the basis of proper invoices received by the Purchasing Agency from the contractor. The Contractor shall mail invoices(s) to the Western State Hospital, Fiscal Services, PO Box 2500, Staunton, VA 24402-2500. Details regarding frequency and contents of invoices are as follows.

#### **1. Billing Frequency**

Services under the contract shall be invoiced by the Contractor to the Purchasing Agency on a calendar month basis at the end of each month for services performed/completed during the month.

#### **2. Invoice Contents**

Each invoice must include:  
Reference to contract number; and  
The time period covered.

### **6.7 Renewal of Contract**

This contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) year, for four (4) successive one-year periods, under the terms of the original contract except as stated 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price for the additional one year shall not exceed the contract price of the original contract increased/decreased by more than the percentage increase/decrease of the “service” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.
2. If during any subsequent renewal periods the Commonwealth elects to exercise the option to renew the contract, the contract price for the subsequent renewal period shall not exceed the contract price of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.
3. **The price quoted for the five-year inspection, testing and calibration services will not be subject to the price increases as provided by this section. The price quoted in Section 7.0, Pricing Schedule, Item B, will be fixed for the duration of this contract.**

#### **6.8 Subcontracts**

No portion of the work shall be subcontracted without prior, written consent of the Purchasing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agency the names, qualifications and experience of their proposed subcontracts. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

#### **6.9 Work Site Damages**

Any damage to existing utilities, equipment and finished surfaces resulting from the performance of this contract shall be repaired to the Purchasing Agency’s satisfaction at the Contractor’s expense.

#### **6.10 Orientation and Safety**

Contractor must attend an orientation and safety class prior to starting any required services of this contract. Class will be held at the Physical Plant Services, Conference Room, Building no. 126, at a mutually agreeable time between both parties.

#### **6.11 Tobacco-Free Workplace**

During the performance of this contract, the contractor agrees to adhere to the facility’s tobacco-free workplace policy. Tobacco use is prohibited on facility grounds and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including their personal vehicles when located on facility grounds.

#### **6.12 Minority/Women Owned Businesses Subcontracting and Reporting**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and /or women-owned businesses. Names of firms may be available from the buyer and /or from the Division of Purchases and Supply. When such business had been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.

#### **6.13 eVa Business-To-Government Contracts and Orders**

This solicitation/contract will result in one (1) purchase order with the eVA transaction fee specified below assessed for each order.

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
2. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.
3. For orders July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

4. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVa Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.virginia.gov](http://www.eva.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

#### **6.14 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Except as otherwise limited in this contract, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities or services for, or on behalf of Western State Hospital, as specified in this contract. By signature on this agreement and/or the acceptance of a purchase order from Western State Hospital, the Contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, in the performance of this agreement will:

- Not use or further disclose Protected health Information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to WSH any use or disclosure of PHI not provided for by this contract of which it becomes aware;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Western State Hospital as required by the HIPAA Security Rule, 45 C. F. R. parts 160, 162, and 164 and the American Recovery and Reinvestment Act (P.L. 111-5) when effective;
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected health Information agrees to implement reasonable and appropriate safeguards to protect it;
- Report to Western State Hospital any security incident of which it becomes aware.
- Contractor shall notify Western State Hospital of a breach of unsecured PHI on the first day on which such breach is known by Contractor or an employee, officer or agent of Contractor other than the person committing the breach, or as soon as possible following the first day on which Contractor or an employee, officer or agent of Contractor other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Contractor to have been, accessed, acquired, used or disclosed during the breach. Contractor shall also provide Western State Hospital with any other available information at the time Contractor makes notification to Western State Hospital or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps

the Contractor believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Contractor is doing to investigate the breach, mitigate harm to individuals, and protect

For purposes of this paragraph, unsecured PHI means PHI which is not encrypted or destroyed. Breach means the acquisition, access, use or disclosure of PHI in a timely manner not permitted by the HIPAA Privacy Rule or this contract which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the individual.

- Impose the same requirements and restrictions contained in this contract on its subcontractors and agents to whom contractor provides PHI received from, or created or received by a contractor on behalf of Western State Hospital.
- Provide access to PHI contained in a designated record set to Western State Hospital, in the time and manner designated by Western State Hospital, or at the request of Western State Hospital, to an individual in order to meet the requirements of 45 CFR 164-524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of Western State Hospital;
- Document and provide to Western State Hospital information relating to disclosures of PHI as required for Western State Hospital to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164-528;
- Make its internal practices, books, and records relating to sue and disclosure of PHI received from, or created or received by a contractor on behalf of Western State Hospital, available to the Secretary of the U.S. Department of health and Human Services Secretary for the purposes of determining compliance with 45 CFR parts 160 and 164, subparts A and E;
- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by a Contractor on behalf of Western State Hospital, that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use or disclose PHI received from Western State Hospital, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law for the purpose for which it was disclosed to the person, and that person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **6.15 State Corporation Commission Identification Number**

Pursuant to Code of Virginia Section 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.



## 7.0 PRICING SCHEDULE

Price(s) bid/offered must be submitted on this form below.

- A. Lump sum bid/offered for all goods and services required by the Scope of Work (Specifications) for the contract period:

\$ \_\_\_\_\_

- B. Lump sum bid/offered for five-year inspection, testing and calibration services:

\$ \_\_\_\_\_

- C. Payment may be made by the Small Purchase Charge Card (SPCC):

Vendor does accept the Bank of America Visa \_\_\_\_\_.

Vendor does not accept the Bank of America Visa \_\_\_\_\_.

\*Contractor must fill out one of the above statements.

**ATTACHMENT A  
CONTRACTOR'S DATA SHEET**

Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements.

A. Bidders Name: \_\_\_\_\_

B. Indicate the length of time you have been in business providing this type of service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months.

C. Indicate below a listing of two present contracts which you now have for this type of service. Vendors listed must be comparable in size and complexity to his solicitation, and that the Purchasing Agency has your permission to contact.

1. <u>Contractor's Name &amp; Address</u>	<u>Telephone No.</u>	I	Period of Contract
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

D. Indicate below a listing of two previous contracts for which you no longer provide this type of service. Vendors listed should be comparable in size and complexity to this solicitation, and that the Purchasing Agency has your permission to contact.

1. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

## **ATTACHMENT B REPRESENTATIONS AND CERTIFICATIONS**

1. **SMALL BUSINESS**: Bidder certified it (    ) is, (    ) is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, if not dominant, in the field of operation in which it is contracting, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.
2. **WOMAN-OPERATED**: Bidder certified that it (    ) is, (    ) is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it.
3. **MINORITY-OWNED**: Bidder certified that it (    ) is, (    ) is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts.

**Note: The information above is used for data collection purposes only and in no way constitutes a preference for contract award unless so stated elsewhere in the solicitation.**